

# *Ten-Year Purchase Protection Program Non-Prorated Warranty for the Hurricane Netting System by Cat-5 Protection, Inc.*

Cat-5 Protection, Inc. warrants you, the purchaser:

\_\_\_\_\_ (Name)

that the Hurricane Netting System, which was purchased on \_\_\_\_\_ at \_\_\_\_\_ (Date)

\_\_\_\_\_ (Purchase Place & Location)

## **Notice of Claims**

To procure performance of Cat-5 Protection's obligation under this warranty, you must simply notify Cat-5 Protection, Inc. of your claim within thirty (30) days after the occurrence of damage covered by this warranty. Your notice must be in writing mailed by certified mail or delivered to Cat-5 Protection, Inc., Warranty Service, 160 SW 12<sup>th</sup> Avenue, Suite 106, Deerfield Beach, FL 33442. The notice must (a) describe the defect claimed to exist, (b) give your name as it appears on this warranty, (c) give the purchase date and the name and address of the purchase location, and (d) include proof of purchase,

## **Inspection**

Cat-5 protection, Inc. shall be given a reasonable opportunity to inspect the alleged defect of the system, or it may require a sample of the material sent in, before any repair or replacement is begun. Cat-5 Protection, Inc., or its appointee, shall perform its inspection within one hundred twenty (120) days after receiving notice of the claim unless prevented by weather or other causes not under its reasonable control in which case, Cat-5 Protection, Inc. will inspect within a reasonable time.

## **Settlement**

If, after inspection, it is determined that your claim is covered by this warranty, Cat-5 Protection, Inc. shall, at its option, either, (a) repair, or (b) replace any material found to have

the defect warranted against or pay an amount in cash equivalent to the cost of the remedy elected by Cat-5 Protection, Inc. based upon Cat-5 Protection's then current lowest costs. Cat-5 Protection, Inc. reserves the right to discontinue any of its products or make any changes in any of its products during the term of this warranty. If the products covered by this warranty are not available, Cat-5 Protection, Inc. shall have the right to substitute a product that, in Cat-5 Protection, Inc.'s sole discretion, is of equal quality or value. It is recognized that, in the event of such substitution, a perfect match may not always be possible. Your rights under this warranty shall end when Cat-5 Protection, Inc. makes a repair, replacement or payment under this warranty.

## **Limitations**

Cat-5 Protection, Inc. cannot be responsible for damages from causes outside of its control. The following are examples of external causes of product failure which are not manufacturing defects and which are NOT covered under this warranty:

(a) Normal weathering: normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause and surface to gradually fade, chalk or suffer and accumulation of surface dirt, stains or fungus. The severity of any of these conditions depends upon the geographical location of your home, the cleanliness of the air in your area and many other local influences over which Cat-5 Protection, Inc. has no control;

(b) Damage caused by faulty or improper installation or application of the Netting System, or installing the Netting System not in accordance with the Engineers recommendation and/or guidelines;

(c) Earthquake, hurricane, tornado, cyclone, gale, lightning, fire, acts of God, flood, wind-borne objects, ice, or weather of a catastrophic nature as defined by the United States Weather Bureau;

(d) Damage caused by atmospheric pollution, acid rain, salt spray or other harmful chemicals, fumes or vapor directly applied to the Netting or in the atmosphere;

(e) Lap abrasion, vandalism, misuse, physical abuse, riot, insurrection or civil disorder;

(f) Negligence in, or failure to provide, reasonable and necessary maintenance of the Netting System to prevent an accumulation of surface dirt, chalk, staining, mildew or fungus.

**Briefly, we assume the responsibility only for damages which are caused by manufacturing defects in our product. Cat-5 Protection, Inc. shall not be responsible for any injuries to persons or damages to purchaser's premises or the contents therein nor for incidental, special or consequential damages. No distributor, dealer, contractor or applicator is authorized to obligate Cat-5 Protection, Inc. in any manner except to authenticate the issuance of this warranty.**

## **Validation and Commencement of Warranty**

This warranty shall not be valid or enforceable (a) if it is not registered with Cat-5 Protection, Inc. within 30 days after completion of installation of the product covered hereby by completing and delivering the registration form attached hereto to Cat-5 Protection, Inc., (b) if any statement thereon or any claim shall be false, or (c) if the registration form does not contain your true signature. The registration form shall be mailed to Cat-5 Protection, Inc. at its address shown herein.

BATCH NO. \_\_\_\_\_

(Located on Tab on Grommet)



**Cat-5 Protection, Inc.  
Warranty Department**